# UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO WESTERN DIVISION

FAUSTO FUENTES	)
Plaintiff,	) Case No
v.	) Removed from Hamilton County Court of Common Pleas, Case No. A 1901160
LOWE'S HOME CENTERS, LLC	)
Defendant.	) )

# **DECLARATION OF NATALIA LEAGUE**

- I, Natalia League, under penalties of perjury, state as follows:
- 1. I am a competent adult over 18 years of age and I have personal knowledge of the information set forth herein, or have acquired personal knowledge of the matters set forth herein by consulting individuals with prior personal knowledge of those matters.
- 2. I am a Learning & Development Business Relationship Partner at Lowe's Companies, Inc. ("Lowe's Companies"), the parent company of Lowe's Home Centers, LLC ("Lowe's Home Centers"). Because of my position, I am personally familiar with Lowe's business and employment policies and files.
  - 3. Lowe's Home Centers offers certain managers a Manager Bonus Program.
- 4. In consideration for eligibility in the Manager Bonus Program and for continued employment with Lowe's, Lowe's requires its managers to agree to its Agreement to Arbitrate Disputes (the "Agreement"). A true and accurate copy of Lowe's 2018 Agreement is attached as Exhibit A.
- 5. Employees are given the option of either printing and signing a paper copy of the Agreement or electronically accept the terms of the Agreement rather than physically sign to

indicate their acceptance. In order to electronically accept the terms of the Agreement, the employee was required to log in to the Lowe's Learning & Talent Center, click on "Arbitration Agreement" under the employee's Learning Assignements, read the Agreement, then click "Agree" to accept the terms. Once the terms of the Agreement had been accepted, a copy of the Agreement was available to print.

6. I have reviewed Lowe's' records and confirmed that the Agreement was assigned to Fuentes' Learning Plan on March 12, 2018 and that he electronically accepted the terms of the Agreement consistent with Lowe's' standard practice for electronic acceptances on March 20, 2018. A true and accurate copy of Fuentes' electronic acceptance is attached as Exhibit B.

In accordance with 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this \_\_\_\_\_ day of April, 2019

Natalia League



### Agreement to Arbitrate Disputes

In exchange for the mutual promises in this Agreement, your continued employment by Lowe's Home Centers, LLC and its successors or assigns (hereinafter "Lowe's"), and your participation in the 2018 Manager Bonus Program applicable to your job title, you and Lowe's agree that any controversy between you and Lowe's (including agents of Lowe's and any of Lowe's predecessors, including but not limited to Lowe's Home Centers, Inc. and Lowe's HIW, Inc.) arising out of your employment or the termination of your employment shall be settled by binding arbitration, (at the insistence of either you or Lowe's. conducted by a single arbitrator under the current applicable rules, procedures and protocols of JAMS, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as may be amended from time to time. The most current version of the JAMS and AAA rules are currently available at: http://www.jamsadr.com and http://www.adr.org, respectively. Lowe's also can provide you with hard copies of the JAMS and AAA rules upon request. Notwithstanding these rules, all parties to the arbitration shall have the right to file a dispositive motion, and shall not be required to seek permission from the arbitrator to do so. Should the AAA and JAMS decline to administer the arbitration for any reason, the parties will select an arbitrator using the procedures employed by the AAA, who will employ the AAA Rules. In this event, the list of potential arbitrators for selection must include only individuals who are attorneys with at least 10 years of experience in employment law.

THIS AGREEMENT TO ARBITRATE DISPUTES MEANS THAT, EXCEPT AS PROVIDED HEREIN, THERE WILL BE NO COURT OR JURY TRIAL OF DISPUTES BETWEEN YOU AND LOWE'S WHICH ARISE OUT OF YOUR EMPLOYMENT OR THE TERMINATION OF YOUR EMPLOYMENT. You and Lowe's agree, however, that only a court of competent jurisdiction may interpret this Agreement to Arbitrate Disputes and resolve challenges to its validity and enforceability, including but not limited to the Class Action Waiver and Representative Waiver discussed below. The arbitrator shall have no jurisdiction or power to make such determinations.

This Agreement to Arbitrate Disputes is intended to be broad and to cover, to the extent otherwise permitted by law, all such disputes between you and Lowe's including but not limited to those arising out of federal and state statutes and local ordinances, such as: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866; the Sarbanes-Oxley Act of 2002; the Equal Pay Act; the Fair Labor Standards Act; the Pregnancy Discrimination Act; the Family Medical Leave Act; the Americans with Disabilities Act; the Fair Credit Reporting Act; and any similar federal, state and local laws. However, this provision is not applicable to (1) your rights under Workers' Compensation Law, which are governed under the special provisions of that law, or (2) your rights under the Employee Retirement Income Security Act (ERISA). This Agreement also does not preclude you from filing a claim or charge with a federal, state or local administrative agency, such as the Equal Employment Opportunity Commission, the National Labor Relations Board, or similar state or local agencies.

The parties will select a mutually agreeable arbitration location.

If you initiate arbitration, you will be responsible for paying a filing fee of \$150, which is equal to or less than the fee you would have to pay if you filed a complaint in federal court. The arbitrator will have the authority to waive this filing fee if you can prove financial hardship. Lowe's will bear the remainder of the arbitration filing fees and the fees and expenses of the arbitrator.

CLASS ACTION WAIVER. To the extent permissible by law, there shall be no right or authority for any dispute to be arbitrated as a class action or collective action ("Class Action Waiver"). THIS MEANS THAT ALL DISPUTES BETWEEN YOU AND LOWE'S ARISING OUT OF YOUR EMPLOYMENT OR THE TERMINATION OF YOUR EMPLOYMENT SHALL PROCEED IN ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND THAT THE ARBITRATOR'S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL CLAIMS.

REPRESENTATIVE ACTION WAIVER. To the extent permissible by law, there shall be no right or authority for any dispute to be arbitrated as a representative action or as a private attorney general action,



including but not limited to claims brought pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code § 2698, et seq. ("Representative Action Waiver"). THIS MEANS THAT YOU MAY NOT SEEK RELIEF ON BEHALF OF ANY OTHER PARTIES IN ARBITRATION, INCLUDING BUT NOT LIMITED TO SIMILARLY AGGRIEVED EMPLOYEES. THE ARBITRATOR'S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL CLAIMS.

If any part of this Agreement to Arbitrate Disputes is found by a court of competent jurisdiction to be unenforceable, the court shall reform the Agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their dispute(s) without reference to or reliance upon the unenforceable part(s). However, if a court of competent jurisdiction finds the Class Action Waiver and/or Representative Action Waiver unenforceable for any reason, then the unenforceable waiver provision shall be severable from this Agreement, and any claims covered by any deemed unenforceable waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement shall be binding and enforceable.

You and Lowe's agree that this Agreement to Arbitrate Disputes shall apply to all positions you may hold as an employee of Lowe's.

To the extent you and Lowe's previously agreed to arbitrate disputes, this Agreement modifies and supplements that agreement. If any term or provision in this Agreement conflicts with any prior agreement to arbitrate disputes, the terms of this Agreement shall control. If any term or provision in this Agreement is found to be unenforceable for any reason, then the remainder of this Agreement shall be binding and enforceable, as noted above. However, if this entire Agreement is found to be unenforceable, then the previous agreement to arbitrate disputes shall control.

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ι	Jser	Active Use	First Name	Last Name	Middle Init	Entity ID	Item Type	Entity Type	Item Revisi Revision	Nı Entity Title Scheduled	Completior
	731557	No	Fausto	Fuentes	0.	LEG-0043-H	DOC	Item	2/21/2018	1 Lowe's Health Insuran	7/20/2018
	731557	No	Fausto	Fuentes	0.	LEG-0044-A	DOC	Item	3/12/2018	1 Arbitration Agreement	3/20/2018
	731557	No	Fausto	Fuentes	0.	SMG-0001-	DOC	Item	8/8/2017 0	1 Store Manager Readin	3/19/2018
	731557	No	Fausto	Fuentes	0.	SMG-0002-	DOC	Item	8/8/2017 0	1 Store Manager Develo	3/19/2018
	731557	No	Fausto	Fuentes	0.	LDV-0304-9	ILL	Item	1/16/2018	1 SLII Express Applicatio	12/7/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0194-I	MKT	Item	9/4/2014 0	1 Simulated Assessment	1/5/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0196-I	MKT	Item	9/4/2014 0	1 Simulated Assessment	1/2/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0197-\	MKT	Item	9/4/2014 0	1 Simulated Assessment	1/5/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0198-I	MKT	Item	9/10/2014	1 Simulated Assessment	1/2/2018 0
	731557	No	Fausto	Fuentes	0.	LDV-0303-	OLL	Item	12/19/2017	1 The ADKAR Model: Ho	1/25/2018
	731557	No	Fausto	Fuentes	0.	LDV-0303-	OLL	Item	12/19/2017	1 The ADKAR Model: Ho	1/23/2018
	731557	No	Fausto	Fuentes	0.	LEG-0017-E	OLL	Item	5/29/2013	1 Understanding Equal E	7/20/2018
	731557	No	Fausto	Fuentes	0.	LPS-0522-A	OLL	Item	8/4/2014 1	1 Annual Safety Review	7/20/2018
	731557	No	Fausto	Fuentes	0.	PNT-0150-	OLL	Item	3/2/2018 1	1 Tinting Paint Training f	4/9/2018 1
	731557	No	Fausto	Fuentes	0.	PRO-0254	OLL	Item	7/26/2018	1 Connecting With You -	7/31/2018
	731557	No	Fausto	Fuentes	0.	STO-0193-9	OLL	Item	9/4/2014 0	1 Store Alerts Managem	1/1/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0235-I	OLL	Item	10/11/2016	1 Resolving Order Modif	2/18/2018
	731557	No	Fausto	Fuentes	0.	STO-0249-9	OLL	Item	9/13/2017	1 Store Delivery Operati	1/1/2018 0
	731557	No	Fausto	Fuentes	0.	STO-0261	OLL	Item	6/5/2018 0	1 Kronos Manager Navig	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0262	OLL	Item	6/12/2018	1 Availability	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0263	OLL	Item	6/12/2018	1 Schedule Pattern	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0264	OLL	Item	6/12/2018	1 Daily Approvals	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0265	OLL	Item	6/12/2018	1 Reports	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0266	OLL	Item	6/12/2018	1 Time Off Request	7/16/2018
	731557	No	Fausto	Fuentes	0.	STO-0267	OLL	Item	6/12/2018	1 Scheduling	7/16/2018
	731557	No	Fausto	Fuentes	Ο.	STO-0268	OLL	Item	6/12/2018	1 Timecard	7/16/2018
	731557	No	Fausto	Fuentes	Ο.	STO-0300	OLL	Item	6/12/2018	1 Payroll	7/16/2018
	731557	No	Fausto	Fuentes	Ο.	STO-0301	OLL	Item	6/19/2018	1 Kronos Timekeeping T	18/22/2018

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4:06 PM	An MKT-PASS Milestone	0.25	0	0	0	0		User - 7315 1/2/2018 0
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3:51 PM An Substitute credit granted by Learning & Development for employees hired before 8/1/2018

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